

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLG Chemicals, Inc.		07/01/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	UMB Bank, n.a.		
Street Address:	333 S. Grand Ave., Suite 2200		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4389354	KIDS 'N' PETS NO NO NO!	
Registration Number:	2520326	KIDS 'N' PETS	
Registration Number:	3218482	MESSY PET	
Registration Number:	1316463	BIZ	
Registration Number:	0850357	BIZ	
Registration Number:	0423995	BIZ	
Registration Number:	3926979	BLAST PACKS	
Registration Number:	3909421	ENZAMIX	
Registration Number:	3615752	DRYEL	
Registration Number:	2186197	DRYEL	
Registration Number:	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY	
Registration Number:	3808085	DRYEL ON THE GO	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		

CH \$315.00 4389354

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 13EB-318016

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 07/02/2020

Total Attachments: 5

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2020, is made by the entity listed on the signature pages hereof as “Grantor” (“Grantor”), in favor of UMB BANK, N.A. (together with its successors and assigns, “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement dated as of July 1, 2020, among SCOTT’S LIQUID GOLD-INC, a Colorado corporation (“SLG”), SLG CHEMICALS, INC., a Colorado corporation (“Chemicals”), and NEOTERIC COSMETICS, INC., a Colorado corporation (“NC”; and together with SLG and Chemicals, collectively, the “Borrowers”), each of the Guarantors from time to time party thereto, and Lender (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor and the other Borrowers have granted a security interest in certain Collateral (as defined in the Loan Agreement), to secure the payment and performance of all of the Obligations (as defined in the Loan Agreement) (the “Secured Obligations”); and

WHEREAS, Grantor, together with the other grantors party thereto, and Lender have entered into that certain Intellectual Property Security Agreement (Borrowers) dated as of July 1, 2020 (the “IP Security Agreement”), to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, pursuant to the IP Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to make extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following IP Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds, claims, causes of action, suits, judgments, damages at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the IP Security Agreement and the Guarantor Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement and the Guarantor Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

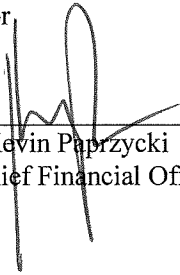
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. A facsimile or digital copy of this Trademark Security Agreement shall be deemed to be an original thereof.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS TRADEMARK SECURITY AGREEMENT AND OF ANY PROVISION OF THIS TRADEMARK SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SLG CHEMICALS, INC.,
as Grantor

By: 
Name: Kevin Paprzycki
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

UMB BANK, N.A.,
as Lender

By: _____
Name: John D. Watkins
Title: Senior Vice President

UMB Bank, N.A.
333 South Grand Avenue, Suite 2200
Los Angeles, California 90071

(Signature Page to Trademark Security Agreement – Borrowers)

TRADEMARK
REEL: 006989 FRAME: 0707

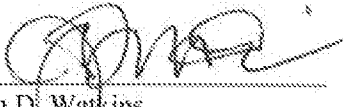
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SLG CHEMICALS, INC.,
as Grantor

By: _____
Name: Kevin Paprzycki
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

UMB BANK, N.A.,
as Lender

By: 
Name: John D. Watkins
Title: Senior Vice President

UMB Bank, N.A.
333 South Grand Avenue, Suite 2200
Los Angeles, California 90071

(Signature Page to Trademark Security Agreement -- Borrowers)

TRADEMARK
REEL: 006989 FRAME: 0708

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Country	Serial Number	Registration Number	Registration Date
SLG Chemicals, Inc.	KIDS 'N' PETS NO NO NO!	United States of America	85663899	4389354	8/3/13
SLG Chemicals, Inc.	KIDS 'N' PETS	United States of America	78056060	2520326	12/18/01
SLG Chemicals, Inc.	MESSY PET	United States of America	76645834	3218482	3/13/07
SLG Chemicals, Inc.	BIZ	United States of America	73480296	1316463	1/29/85
SLG Chemicals, Inc.	BIZ	United States of America	72287864	0850357	6/4/68
SLG Chemicals, Inc.	BIZ	United States of America	71494116	0423995	9/17/46
SLG Chemicals, Inc.	BLAST PACKS	United States of America	85010260	3926979	3/1/11
SLG Chemicals, Inc.	ENZAMIX	United States of America	85010221	3909421	1/18/11
SLG Chemicals, Inc.	DRYEL 	United States of America	77582020	3615752	5/5/09
SLG Chemicals, Inc.	DRYEL	United States of America	74723381	2186197	9/1/98
SLG Chemicals, Inc.	DRYEL 3-IN-1 TOUCH-UP SPRAY	United States of America	77796651	3801082	6/8/10
SLG Chemicals, Inc.	DRYEL ON THE GO	United States of America	77698828	3808085	6/22/10

Trademark Applications

None.

(Schedule I to Trademark Security Agreement – SLG Chemicals, Inc.)

SMRH:4849-6203-2321

RECORDED: 07/02/2020

TRADEMARK
REEL: 006989 FRAME: 0709